# THE COURTS.

#### Important Supreme Court, General Term, Decisions.

AN UNFORTUNATE SLIP

Removal of the Missing General Smalley as Receiver.

moral Term, yesterday handed down a batch of thions, most being of cases argued at the last term

cjectment of tenants of hers who occupied a porn of her building corner of Walker and
n streets as a liquor saloon, they having
ne into possession as subtenants, and the
se providing that no liquor should be sold ie premises. The matter came before the General Term in the grat action on a writ of certiorari to review summary proceedings for the removal of the tonants. The Court, Judge Davis writing the opinion, holds that the proceedings before the magistrates were improperly dismissed, and gives permission to renew the proceedings before the same or any other magistrate. The whole question, it is held, turns upon the construction of the lease, which Judge Davis pronounces to be very explicit in its promitition to sell liquor on the premises and in the ponalty attaching to a violation or such prohibition, such ponalty being double rent, and disposession in failing to pay such increased rent, besides a forfeiture of the lease. The other suit was for violation of the Illegal Trade act, Judge Brany writing the opinion, and to recover possession under the Jesse as alleged to be forfeited. In this case the Court decides also in Mrs. Jay's favor, reversing the judgment of the inferior Court.

In the suit brought by Nelson Clements against Francisco Yiturria, being an appeal by the plaintiff from a judgment dismissing the complaint, the Court affirms the judgment, Judge lingalis writing the opinion. The action, as with be remembered, was based upon an agreement by the plaintiff to furnish arms and military stores for the Confederate government in exchange for cotton. Judge lingalis, in the course of his opinion, says that "the plaintiff was a resident of the State of New York, and knew at the time that he was furnishing sid to a public enemy of the United States, and obviously intended to do so for his own apparent to admit of a doubt, and the agreement was void, as against public policy, and therefore no valid title was acquired by the plaintiff to the cotton in question." erm in the first action on a writ of certiorari to review

void, as against public policy, and therefore no valid title was acquired by the plaintifi to the cotton in Au important decision was given in connection with the celeorated Navarro water motor claim, "growing out of a contract given by the inte william M. Tweed, and upon which a suit has been brought by John Baird, assignee of Navarro, against the city for \$700,000. The matter was referred to ex-Judge Porter, and a motion was made before Judge Davis to vacate the order of reference, the strong point urged for the city being that the case should be tried before a jury; and, further, that since the reference formed relations as counse! for other parties likely to influence his judgment adversely to the city. The Court holds, Judge Ingalis writing the opinion, that the facts of the case do not warrant a revershi of the order, and the same is therefore affirmed.

Loring M. Black blead guitty to keeping a gambling house and was sentenced to six months in the Penitentiary, and to pay \$250 fine. An appeal was taken en the ground that the statute fails to give a maximum imprisonment in the Penitentiary, and to pay \$250 fine. An appeal was taken en the ground that the statute fails to give a maximum imprisonment in the Penitentiary. Judge Brady, who writes the opinion of the Court, holds that the ground is not well taken and the order of the Court of Oyer and Terminer is therefore affirmed. An important decision is also given in another branch of his case, the matter coming before the Court on a writ of certiorari to review proceedings before Judge Brady and directs that the prisoner be remanded to prison.

Henry Clews, as will be remembered, was indicated in Chautaqua county for a transaction preceding his failure, and on a bench warrant of the District Attorney of that county he was arroated in this city, such abeas corpus procured here he was released by Judge Donohue, it being held that as the Court of General Session, at which the indictment was to be Irried, was not in session at the time of the arrest, any judge

aside the diamissal of the complaint. Judgo who writes the opinion, holds that the contwent the parties was a purely private enterthich the law of this State prohibits; but nothing in it which commends itself to the ration of the Court, and that applying the doc-determining how far the comity existing betates where letterles are legal and where they shall be extended, this case is not one calling application. The other judges concur in this

The decision of Judge Lawrence in the suit brought by the Bowery National isank against Abraham Dwyer is reversed, Judge logalis writing the opinion. Judge Lawrence decided that under the new code when the plantiff desired to arrest a deponent, not only the cause of action must be stated in the complaint but his cause of action must be stated in the complaint out his cause of arrest, to enable the jury to pass not only on the question of the deponent's hability in money, but on those questions which might deprive him of his liberty, although not connected with the reasons which gave a right to judgment for money only.

#### A SLIPPERY TRANSACTION. A somewhat peculiar and interesting suit came up

for trial yesterday before Judge Sanford in the Superior Court. The story of the plaintiff, Isidor Arnold, as stated in his complaint, is that, being a dealer in himself in seme proper locality for the purpose of carrying on the business, be negotiated with Richard 8. Clark, the defendant in the suit, for the lease of a portion of the premises No. 221 Pearl street, He says that to induce him to hire the rooms the defendant represented that the portion of the premises which he desired to let were suitable for the business he was engaged in, and that the same had been previously occupied by a gioler of giass and for a business of like nature with plaintiff's. Relying upon these representations the plaintiff some time in April, 1872, leased the premises for one year at \$400 a year. Its says that after a short occupancy of the same he discovered that the apariments had been used for the storing of oils and that the floor had become completely sturated with oil, although the same could not be seen and known at first by inspecting the floor. He further alteges that the floor was slippery, dangerous and untenantable, and not fit for his business. He told the defendant that he had deceived him and threatened to give up his lease, but in order to induce him to stay out his term the defendant promised to make necessary repairs and build a new floor. These promises he reiterated at different times, but the floor continued to remain in the same condition until December, 1872, when the plaintiff, while attempting to move a tobacco box, and using, as he says, every possible precaution, slipped and fell, badly injuring his right arm and shoulder, and otherwise hurt. He states that it has already cost him \$3,000 for the services of physicians and in otherwise endeavoring to effect a permanent cure of his injuries. His efforts thus far have been apparently futic, and he now believes that he will never recover the use of his right arm and shoulder, and otherwise furt. He states that it has already cost him \$3,000 for the services of physicians and in otherwise endeavoring to effect a permanent cure of his injuries. His efforts thus far have been apparently futic, and he now believes that he will never recover the use of his right arm and shoulder had decided was caused by his direct and cuipable negligence. The answer denies all the material s portion of the premises No. 221 Pourt street,

SMALLEY, THE MISSING RECEIVER. Active inquiries are still being made, it seems, to seertain the wheresbouts of General Henry A. Among his numerous appointments as receiver was Among papers submitted yesterday by Abraham King to Judge Donoine, asking his removal of such receiver, was an affdays to George Tubil, president of the Board, stating that he had made diagent search to ascertain where General Smalley is, but had been unable to obtain the singhtest clew to his present whereabouts. Judge Donohue granted the application, and the probability is that within a day or two some other person will be appointed in place of the missing receiver. General Smalley was appointed receiver of the Gold and Silver Mining Board in October last, and it is stated that at the last account he had about \$2,000 in cash belonging to the Board and a \$10,000 bond. that of receiver of the Gold and Silver Mining Board.

AN OPERA SINGER'S SUIT. Part.2 of the Marino Court yesterday, before Judge Shea and a jury, there was tried the suit of Minnie Cooney against Eurene Pappenheim and Charles Adams, the plaintiff being represented by och. Miss Cooney was a member of a German será troupe, the business of which was con-sered by the defendants, her engagement r salary being at the rate of \$65 a week.

by her accounts that there was a balance due her for salary amounting to \$280, and she retused to stag even in honor of "The last of the Tribunes" until her money was forthcoming. There being no money the engagement was broken off there and then, and the present suit followed to recover the amount due her. The defendants resisted the action on the ground that the plaintiff's engagement was with Mr. Fryer and not with them, but she insisted that when Mr. Fryer retired from the enterprise the defendants assumed his contract with her. A verdict was given for plaintiff for \$290.20.

WELL TIMED REBUKE. Owing to the absence of several of the grand jurors the business of the Courts of General Sessious has been greatly impeded in view of the lack of indict-ments presented during the present term. Accordingly District Attoracy Phelps was compelled yester-day to bring the matter to the notice of Recorder Hackett, who at once summoned the members of the

RICHARD T. CARMAN'S ESTATE. Some time since a decree of partition sale was granted in the Supreme Court of a large tract of land in Carmansville and in the vicinity of Kingsbridge, comprising a portion of the large and valuable estate left by the late Richard T. Carman. The sale of the land was set down for the 17th of next month. About forty persons are interested in the partition. Some of them are auxious for the sale to take place, others ditterly opposed to it. A motion was argued yesterday before Judge Donohue for a postponement of the saie, Mr. George D. De Witt, Jr., appearing for the motion and Mr. Elbridge T. Gerry in opposition. It was claimed for the motion that the planniff, who had a one-sixth interest in the estate, was auxious to have the same sold, this being all the planniff, who need to be a superior of the possessed. Mr. Gerry contended that it was a speculative scheme to take advantage of the possibility of real estate rising in value in that vicinity through the completion of the elevated railroads. Upon affidavits of John A. Lawrence and Benjamin Frankin, it was contended that the property would sell to as good advantage now as at any time hereafter. Judge Donohue took the papers, reserving his decision. land was set down for the 17th of next month. About

Anna L. Lee, widow of Edward R. Lee, alleges that she was married to the deceased in 1855, and that they lived together till November, 1876. when he abandoned her and went to live with Mrs. Caroline Hazelton. She says that after that time he furnished no money for her support, but transferred his property to defraud his creditors and her, and further that he left at the rooms occupied by Mrs. Hazetton and himself property which rightly belongs to her, worth altogether, including his jewelry, a box of fine laces and notes and accounts, several thousand dollars. She claims further that he was induced to assign a policy on his life for \$2,800, issued by the New York Life Insurance Company, and auother for \$14,000, issued by a company to her unknown. The case came up in Supreme Court, Chambers, yesterday before Judge Donohue, on an application for an injunction prohibiting Mrs. Hazelton from parting with the property referred to, and also that the assignments of the policies of life insurance be declared void. Messra, J. P. O'Niell and J. McCrone appeared for the motion and A. H. H. Dawson in opposition. Judge Donohue took the papers, reserving his decision. The defendants cony all the material allegations of the complaint, and whatever the decision on the present application may be there seems promise of a lively hitigation in the future. furnished no money for her support, but transferred

of the St. Nicholas Hotel, the facts of which have been published, was yesterday denied by Judge Donobue. brought a suit against Charles M. Schieffelin to recover \$29,775 35, claimed to be due in stock transactions.

youths who broke into the store of Moses Katz, No. 278 East Fourteenth street, and carried off property

Sesions yesterday, and Recorder Hackett sent them to the State Prison, each for the term of four years. Kternan F. Carroll, atthough married, is yet a minor, and being desirous of instituting a suit for divorce against his wife, Catherine Carroll, on the ground of alloged adultery, he applied yesterday to Chief Justice Daly for the appointment of a guardian ad intem. The application was granted, and Edward A. Doran was appointed such guardian. In the soit for divorce brought by Jonnie Reinschreiber against Acolph Reinschreiber a motion was yesterday made before Chief Justice Daly, in the Court of Common Pleas, for allmony and counsel fee. It was alleged that the delendant was squandoring his money at public places, and, although well able to support his wife, had failed to do so. The motion was denied on the ground of irregularity.

An inquest was taken yesterday before Judge Donohue in the suit of Barney V. Clements, the action having been brought to recover upon a judgment obtained in Nevada upon a claim for pay of haborers in the Reville Mining Company of Nevada. A verdict was given for \$12,410 55, being the full amount claimed, with interest.

Judge Van Hoeson yesterday dismissed the compined in the suit brought by Edien Bescou, as administratrixof her husband, against the New York Central and Hudson River Railroad Company, which has been trial for several days past. The action was brought

phints in the suit brought by Eden Benson, as administratrix of her husband, against the Now York Central and Hudson River Railroad Company, which has been on trial for several days past. The action was brought or ecover \$5,000 damages for the death of the plaintiff's husband, Michael Benson, who was run over by a locomotive at the corner of Fitty-fifth street and Eleventh avenue. The complaint was dismissed on the ground of contributive negligence.

A colored woman named Margaret Wooby, who was employed as a scrabwoman at Baidwin's store, stole from time to time about \$300 worth of clothing. She was finally detected and acknowledged that she had given the greater part of the stolen property to a colored man named Francis Harris and a white woman named Susan Palmer. The three persons pleaded guilty in the Court of General sessions yesterday. Recorder Hackett sent Harris, the instigator of the orime, to the State Prison for three years; Susan Palmer, the other receiver, to the Penitentiary for six months. Margaret Woodby was also sent to the latter institution for the term of three months.

An effort is being made to transfer from the Surrogate's Court to the Supreme Court the proceedings instinted to set aside the will of Samuel A. Wood, the important feature of which, as will be remembered, is the bequest of a large sum for the purpose of founding in this city a musical college. A motion for inctransfer of the case to the Supreme Court was to have been argued yesterday before Judge Donohue, but for the convenience of counsel was postponed, Messrs, Wakeman and Murray appear for the motion and Mr. Titus B. Eldridge, who drew the will in epposition.

and Mr. Titus B. Eldridge, who drow the will in epposition.

Isaac Schvan, alias "Iko" Hoffman, alias John Jones,
said to be an expert check swindler, and who was
arrested for forgery by Detective Wooisey, of the
Central Office, was yesterday taken to the Dictrict
Autornop's office. While detained there two of his
mieged accomplices, named Teckner, alias Herman,
and one Richardson, who had already preaded
guilty, were brought from the Tombs and taken
before the Grand Jury, and on their testimony
an indictinent for forgery was found against Jones.
After the indictment had been presented the prisoner
was arraigned before Recorder Hackett and committed to the Tombs. Loring, alias Edmunds, alleged
to be a member of the gang to which Jones is said to
belong, pleaded guilty, and is now serving an eight
years' term of imprisonment; and said another,
named Luxom, is awaiting disposition in the Tombs.

SUPREME COURT-GENERAL TEEM. By Judges Davis, Brady and Daniels.
Cowies vs. Watson.—Appeal from judgment dismissed, with costs. Order denying new trial reversed, with costs, and motion for a new trial granted.
Opinion by Judge Daniels. Order to be settled by

versed, with costs, and motion for a new trial granted. Opinion by Judge Daniels. Order to be settled by Judge Daniels. By Judgee Davis, Brady and Ingalis. Davidson vs. Altaro.—Judgment affirmed. Opinion by Judge Brady.

United States of Mexico vs. Duncan; Navarro vs. Duncan; Mercer vs. Duncan.—Order meddlied, as suggested in opinion, without costs to either party. Opinion by Judge Brady.

Sinclair vs. Oakiey.—Judgment reversed, with costs. Opinion by Judge Brady.

Bernheimer vs. Willis.—Order reversed, with \$10 costs and disbursements, and motion granted, with \$10 costs, with leave to plaintiff to the reply to counter claim, according to the terms fixed by the order on the former appeal and in payment of the costs hereby awarded. Opinion by Judge Davis.

Bailey vs. Spolford et al.—Motion for new trial denied and judgment ordered on the exceptions for the defendant. Opinion by Judge Davis.

Levy vs. The People, &c.—Judgment affirmed, with costs. Opinion by Judge Davis.

Levy vs. The People, &c.—Judgment affirmed and writ dismissed. Opinion by Judge Brady.

Erwin vs. Neversink Steamboat Company.—Judgment revorsad; new trial ordered, costs to abide event. Opinion by Judge Brady.

Gano vs. McCunn.—Order affirmed, with costs. Opinion by Judge Brady.

Levy et al. vs. Merrilt—Judgment affirmed, with costs. Opinion by Judge Brady.

Valiaco & Sons vs. Costie.—Order affirmed, with costs and disbursements. Opinion by Judge Brady.

Libby vs. Strasburger.—Order affirmed, with costs and disbursements. Opinion by Judge Brady.

Libby vs. Strasburger.—Order affirmed, with costs and disbursements. Opinion by Judge Brady.

\$10 costs and disbursements. Opinion by Judge Brady.

Libby vs. Strasburger.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Brady.

People ex rel. Sameck vs. Guidersloeve.—Proceedings reversed, with but one bill of costs to be adjusted precisely as though the parties and all united in one writ, and the disbursements to be adjusted accordingly. Order to be settled by the presiding Ladge. Opinion by Judge Davis.

In the matter of the Emigrant Industrial Savings Bank.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Davis.

Gallendet vs. Brown.—Judgment reversed; new trial ordered, cost to abide event. Opinion by Judge Davis.

Davis.

The People, &c., vs. Clems.—Proceedings and order effirmed. Opinion by Judge Davis.

Jennson vs. Adams Tobacco Company.—Order

affirmed, with \$10 costs and disbursements. Opinion by Judge D. vis.

by Judge D.vis.

By Judges Brady and Ingalia.

People ex rel, Black vs. Court of Oyer and Terminer.—Order affirmed. Opinion by Judge Brady.

People ex rel. Bradley vs. Court of Special Sessions.—Judgment affirmed; writ quashed. Opinion by Judge Davis.

Willoox & Gibbs' Sewing Machine Company vs.

Elliott.—Judgment affirmed, with costs. Opinion by

Bearup vs. Carrainer.—Order antenas, or the Opinion by Judge logalis.

Mabraan vs. Tomes.—Judgment affirmed, with costs. Opinion by Judge logalis.

McCool vs. Bolier.—Order reversed. Opinion by Judge Brady.

In the natter of the opening of Eleventh avenue.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Davis.

Andrews vs. New Jersey Steamboat Company.—Ofder modified as directed in opinion and affirmed as modified, without costs to either party. Opinion by Judge Davis.

modified, without costs to either party. Opinion by Judge Davis.

Hanhattan Life Insurance Company vs. Glover.—Judgment reversed, with costs. Opinion by Judge Brady.

Wetmore vs. Hageman.—Order affirmed, without costs. Opinion by Judge Davis.

Knapp vs. Brome.—Order reversed, with \$10 costs and disbursements to abride the event on the defendant stipulating not to sue. Opinion by Judge Brady.

In the matter of Jotter.—Order affirmed, without costs to either party. Opinion by Judge Brady.

Marshall vs. Macy.—Judgment reversed, with costs. Opinion by Judge Brady.

Wendt vs. Peyser, &c.—Order reversed, without costs to either party. Opinion by Judge Brady.

Hill vs. Kidney.—Judgment affirmed. Opinion by Judge Brady.

to either party. Opinion by Judge Brady.

Hill va Kidney.—Judgment affirmed. Opinion by Judge Brady.

In the matter of Cudiip.—Order affirmed, with costs. Opinion by Judge Ingalls.

Walince vs. Krusc.—Order affirmed, with leave to appellant to answer over in twenty days on payment of costs. Opinion by Judge Davis.

Doyle vs. New York Eye and Kar Infirmary.—Judgment affirmed. Opinion by Judge Brady.

In the matter of Walter.—Order affirmed. Opinion by Judge Brady.

Spurotn vs. Atlas Steamship Company.—Judgment affirmed. Opinion by Judge Brady.

Jordan vs. Volkening.—Order affirmed, with \$10 costs and diabursements. Opinion by Judge Brady.

In the matter of St. Mark's Church.—Order affirmed, with \$10 costs and diabursements. Opinion by Judge Brady.

Hartman vs. New York Sanitary and Chemical Manufacturing Company.—Judgment affirmed, with costs. Opinion by Judge Ingalls.

Delancey vs. Stearns.—Order reversed with costs. Opinion by Judge Davis.

Lendmur vs. Clark.—Judgment reversed, new trial ordered; costs to abide event. Opinion by Judge Brady.

Horst vs. Winckel.—Ordered affirmed, with costs. Opinion by Judge Davis.

Merchants' Exchange National Bank vs. Waitz-felder.—Judgment affirmed, with costs. Opinion by Judge Davis.

Jessup vs. Smith ot al.—Judgment reversed; new trial ordered; costs to abide event. Opinion by Judge Davis.

Baitey vs. Hitton.—Order affirmed, with costs. Opinion by Judge Bardy.

Baitey vs. Hitton.—Order affirmed, with costs. Opinion by Judge Bardy.

Davis.

Barley vs. Hitton.—Order affirmed, with costs. Opin-

granted, with \$10 costs and disbursements. Opinion by Judge Davis.

Angeli vs. Lawton.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Davis.

Taylor vs. Surgitt.—Motion for new trial denied; judgment ordered for defendant. Opinion by Judge Davis.

judgment ordered for defendant. Opinion by Judge Davis.

Gray vs. Green.—Order affirmed, without costs. Opinion by Judge Ingails.

Williams vs. Schneider.—Judgment affirmed, with costs. Opinion by Judge Ingails.

Brandon Manuiacuring Company vs. Pettingill.—Order reversed, with \$10 costs and disbursements to appellant to abde event. Opinion by Judge Brady.

People ex rel. Jay vs. Bennett.—Judgment ordered for relator, as directed in opinion. Opinion by Judge Brady.

People ex rel. Jay vs. Bennett.—Judgment and order reversed, with costs, relator to be at liberty to renew her proceeding before the same or any other magistrate. Opinion by Judge Davis.

Williams vs. Freeman.—Judgment reversed, new trail ordered in respect to all those portions of the judgment from which an appeal is taken. The order making allowances to the parties affected by the appeal reversed. Opinion by Judge Davis.

Bigier vs. Morgan.—Judgment siffrmed on defendant's appeal unless plantiff elect within twenty days to take reversal of the judgment on his appeal, in which case judgment reversed, new trial ordered, costs to abide event. Opinion by Judge Davis.

Hayman vs. American Patient Soliciting Company.—Judgment affirmed with costs. Opinion by Judge Ingails.

Rogers Locomotive Works vs. St. Louis, fron

Hayman vs. American Patont Soliciting Company.—
Judgment affirmed with costs. Opinion by Judge Ingalis.

Rogers Locomotive Works vs. St. Louis, fron Mountain and Southern Railroad Company.—Judgment ordered for plaintiff, with costs. Opinion by Judge Ingalis.

Crements vs. Zunica.—Judgment affirmed, with costs. Opinion by Judge Ingalis.

Bowery National Bank vs. Duryee.—Order reversed, without costs. Opinion by Judge Ingalis.

In the maiter of Roosevelt vs. Nichols et al.—Order affirmed, with costs. Opinion by Judge Ingalis.

Baird vs. The Mayer, xc.—Order affirmed, with costs. Opinion by Judge Ingalis.

Schrunpf vs. The People, &c.—Judgment affirmed. Opinion by Judge Ingalis.

osts and disbursements, proceedings remitted to the court below for a rehearing. Opinion by Judge Davis, Judge Ingalis dissonting.

Richards vs. Richardson.—Order affirmed, without costs. Opinion by Judge Ingalis.

Simmons vs. Wood.—Order affirmed. Opinion by

Judge Brady.

Mass vs. O'Brien.—Judgment reversed, new trial granted, costs to abide event. Opinion by Judge Bavis.

Kobbe va. Price.—Judgment reversed, new trial granted, costs to appellant to abide event. Opinion granted, costs to appearance by Judge Davis.
Cockroff vs. Ahem.—Order affirmed, with costs.
Opinion by Judge Ingalis.
Pitch vs. Vanderveer.—Judgment affirmed, with costs.
Opinion by Judge Brady, Judge Ingalis dissent-

Fitch vs. Vanderveer.—Judgment affirmed, with costs. Opinion by Judge Brady, Judge Ingalis dissenting.

Sloane vs. Livermore.—Order affirmed, with costs. Opinion by Judge Ingalis.

Arnoid vs. Facific Mutual Insurance Company.—Exceptions suslained and motion for new trial granted; costs to abide event. Opinion by Judge Davis.

Harlem Bank vs. O'Neil.—Order reversed, new trial granted; costs to abide event. Opinion by Judge Ingalis.

Wheeler vs. Connecticut Mutual Insurance Company.—This case having been argued before two judges who are unable to agree upon the decision thereof, it is ordered that the same be reargued at the May teeneral Term, either party may notice same and put on calendar on three days hotice.

In the matter of Le Blanc.—Order affirmed, without costs. Opinion by Judge Ingalis.

In the matter of Department of Public Works.—Reargument ordered, either party to be at liberty to place the same on the calendar for May term.

Lucke vs. Filley.—Judgment affirmed, with costs, Opinion by Judges Davis and Ingalis.

Heermsnee vs. Taylor.—Judgment ordered for defendant, with costs. Opinion by Judge Davis.

The People ex ref. Puelps vs. Court of Oyer and Terminer.—Order reversed; prisoner remanded. Opinion by Judge Ingalis.

Jojy vs. Lacombe.—Judgment affirmed, with costs, Opinion by Judge Ingalis.

Fogg vs. Edwards.—Order reversed; order entered for accordance with opinion, with \$10 costs and disbursements to abide event. Opinion by Judge Brady.

Eberhardt vs. Schuster.—Order affirmed, with costs, Opinion by Judge Brady.

By Judges Brady and Ingalis.

Marsh vs. Woolsey.—Order affirmed, with costs. Opinion by Judge legalis.

Hercules Mutual Life Assurance Society vs. Brinker.—Judgment affirmed, with costs. Opinion by Judge Pardy.

By Judges Davis, Brady and Daniels.

People ex ref. Wheeler vs. Short.—Writ dismissed:

Judge Brady.

By Judges Davis, Brady and Danlels,
People ex ret. Wheeler vs. short.—Writ dismissed;
proceedings affirmed. Opinion by Judge Brady.
Connoily vs. Dayton.—Judgment reversed; new
trial ordered; costs to abide event. Opinion by Judge Daniela.

Rhonor et al. vz. First National Bank of Alientown;
Palmer vz. First National Bank of Alientown.—Orders affirmed, with \$10 costs and disbursements respectively. Opinion by Judge Brady.

SUPREME COURT-CHAMBERS.

By Judge Brady.

Earle vs. Ross — Assignment settled as to form.

Earle vs. Hammond. — Order settled.

By Judge Potter.

Murray vs. McNeit; Laon vs. Furnival; Constant vs. Sonlang, Pryer vs. Burke. — Orders granted.

Ettinger vs. Ettinger. — Decree of divorce to plaintiff. III.

By Judge Donohue.

Haas vs. Haas.—Referred to J. S. Potter.
In the matter of Byrne.—Granted.

SUPREME COURT-SPECIAL TERM. Ry Judge Van Vorst.

White vs. Cockerlli; Morris vs. Hurry and others, —
Findings and decree signed.

McSiave vs. Kearney; Vernam vs. Partridge.— Findings signed.
Combes vs. Lockman et al.—Decree signed. COMMON PLEAS-SPECIAL TERM.

Pact vs. Lynch.—Findings settled.

Rittle vs. Kittle.—Motion granted.

Amend vs. Van Schoening.—Judgment for plaintiff;

es memorandum.

Garvelay vs. Lewis.—Bond approved.

Keily et al. vs. Wost; Arno vs. Fischer.—Application granted.

on granted. Carroll vs. Carroll.—Granted. Andrew vs. Schwartz.—Bond approved. Chamberlain vs. Greenless.—Repors confirmed, &c. MARINE COURT—SPECIAL TERM AND CHAMBERS. Demarest vs. Barlow. Motion denies, with \$10 Le Baron vs. Van Brunt, -Motion granted; default

In the matter of Patrick Wholan.-Petition and or-

for granted.

Miller vz. Ess; The Izon-Clad Manufacturing Combany vz. Tifft.—Orders settled and filed.

Harper vz. Sanchez (two actious).—Motion to disniss actious for want of prosecution granted, with
locate; \$10 costs of motion.

The New York and Yonkers Fire Insurance Comlany vz. McClarc.—Proceedings dismissed.

Rollins vz. Reilly.—Amendment allowed.

oosts.

Wedgewood vs. Hrennan; Johnson vs. Gittes; Walters vs. The Dry Dock, East Broadway and Battery Railroad Company; Bogert vs. Bickel; Luzurus vs. The Contral Virginia Copper Mining Company; Kopke vs. Goldschmidt; Howard vs. Atkinson; Stewart vs. Tone; Irwin vs. Reilly; Herman vs. Solomon.—Orders granted.

COURT CALENDARS-THIS DAY. SUPREME COURT—CHAMBERS—Hold by Judge Pot-ter.—Nos. 17, 19, 39, 66, 77, 78, 88, 100, 101, 104, 105, 135, 138, 177, 178, 181, 200, 201, 218, 224, 267, 270, 271, 261, 282, 283, 284, 286, 287, 288, 290, 291, 292, 203, 204, 205, 206, 207, 208. SUPREME COURT—GENERAL TRUM—Adjourned until

SUPREME COURT—GENERAL TRUM—Adjourned until Tuesday pext.

SUPREME COURT—SPECIAL TRUM—Held by Judge Van Vorst.—Nos. 443, 242, 245, 302, 391, 290, 427, 428, 429, 446, 217, 24, 25, 414, 420, 421, 431, 432, 433, 430, 438, 376, 363, 360, 201, 406, 411.

SUPREME COURT—Fart I—Held by Judge Van Brunt.—Case on, No. 1033. Ng day calendar. Part —Held by Judge Bonohue.—Nos. 1608, 2033, 953, 950, 1344, 1379, 1355, 1498, 1421, 1466, 2057, 1590, 1592, 1595, 1602, 1604, 1606, 1607, 1608, 1609, 1614, 1815, 1817, 1825, 1620, 1637, 1679, 405, 1651, 1631, 1606, 1607, 1671, 1506, 1607, 1671, 1506, 1607, 1671, 1506, 1607, 1671, 1506, 1607, 1671, 1506, 1607, 1671

SUPERIOR COURT-SPECIAL TERM-Held by Judge SUPERIOR COURT—SPECIAL TERM—Hold by Judge Sedgwick.—No day calendar.

SUPERIOR. COURT—TRIAL TERM—Part 1.—Held by Judge Freedman.—Now. 252, 678, 646, 647, 648, 786, 317, 819, 821, 822, 838, 651, 652, 370, 1213. Part 2.—Held by Judge Spoir.—Nos. 512, 770, 349, 853, 859, 104, 533, 335, 554, 406, 485, 341, 295, 707. Part 3.—Held by Judge Sanford.—Nos. 259, 861, 655, 254, 686, 730, 815, 862, 863, 207, 806, 97, 604, 627, 858.

COMMON PLEAS—GENERAL TERM.—Adjourned for the torm.

COMMON PLEAS—EQUITY TERM.—Adjourned for the torm.

COURT OF APPEALS.

ALBANY, April 23, 1878.

MOTIONS.

Eastburne Hastings, executor, respondent, vs. Westchester Fire insurance Company, appellant.—Motion for reargument submitted.

In the matter, &c., of Isnac M. Marsh to acquire casements, &n.—Motion for reargument submitted.

APPRALS FROM ORDERS.

No. 403. In re application of Department of Public Parks to acquire lands, &c.—Argued by James A. Deering for Grinnelt, appellant; Walter How for Dalley, respondent.

Deering for Grinnelt, appellant; Walter How for Dalloy, respondent.

No. 204. Clarke and another vs. Dickenson.—Argument resumed and concluded.

No. 199. John Hadden and another, appellants, vs. Michael Coleman, respondent.—Submitted by appellants. Argued by Joseph H. Choute for respondent.

No. 131. Prederick A. Whittlesoy, receiver, &c., respondent, vs. John U. Delanoy and another, appellants.—Argued by George Raines for appellants; Theodore Bacon for respondent.

No. 142. John Ousby, respondent, vs. Edmund G. Jones, appellant.—Argued by William P. Goodelle and William C. Ruger for appellant; Frank Hiscock for respondent.

William C. Ruger for appellant; Frank Hiscock for respondent.

No. 183. Henry W. Hubbell, respondent, vs. The Great Western Insurance Company, appellant.—Argued by Joseph B. Choate for appellant; Henry J. Scudder for respondent. Case still on.

In the Court of Appeals to-day, present Hon. Sanford E. Church and associates, the following decisions were handed down:—

Judgment affirmed, with costs.—Weish vs. The German-American Bank; Schroeder vs. Gurney; Hunt vs. Church; McCulloch vs. Hoffman; Townsend vs. O'Conner.

Judgment reversed and new trial granted, costs to abide event.—The People's Bank of the City of New York vs. Mitchell.

Judgment reversed and proceedings of defendants affirmed, with costs.—The People ex rel. Royal vs. The Board of Fire Commissioners, The People ex rel. Simms vs. The Board of Fire Commissioners.

Final judgment reversed and new trial granted, costs to abide event.—Sturgis, administrator, vs. Vanderbilt.

Order affirmed and judgment absolute for defendants

Order affirmed and Judgment absolute for defendants

Company va. Erie Railway Company.
Order affirmed with costs.—The People ex rel. Freer ve, The Canal Appraisers.
Order reversed and motion deuled, with costs.—The People ex rel. Morris vs. Randall.
Order affirmed and judgment absolute for plaintiff on stipulation, with costs.—Lawrence vs. Galiagher.
Motion for reargument denied, with \$10 costs.—The Madison Avenue Baptist Caurch vs. the Baptist Church in Oliver street; Faber vs. Hovey.
Motion to discontinue apreal granted on payment of the costs of the appeal and \$10 costs of motion.—Mackay vs. Lewis.
Motion for leave to perfect the appeal by giving an undertaking with sureties, who shall justify within twenty days, granted, and it is ordered that the appellant shall within twenty days cause the return to the appeal to be filed with the clerk of this court, and there printed copies thereof to be served on the attoracys for the respondents within ten days thereafter, and that the appeals be put upon the present calendar for hearing as a preferred cause, with liberty to either party to move it on for argument on a notice of two days; and if the appeals be put upon the present calendar for hearing as a preferred cause, with liberty to either party to move it on for argument on a notice of two days; and if the appeals de bed income to the dismissed, with costs.—Scofield vs. Adams.

The following is the day calendar for Wednesday, April 24, 1878:—Noz. 187, 166]6, 184, 5, 13, 108, 202, 208.

HEAVY FORECLOSURE.

HEAVY FORECLOSURE.

Judge Gilbert, of the Kings County Supreme Court, entered a judgment of foreclosure and sale yesterday in the suit brought by the Mutual Life Insurance Company against Charles T. Hamilton. The mort-gage, which amounts to \$200,000, is on the Hamilton larm, Staten Island.

## IN VARIOUS ROLES.

Carlo Gattinone was on Monday committed by Judge Duffy for carrying concealed weapons, and yesterday he was arraigned on a charge of larceny. Joseph F. Sals, of No. 131 West Phirty-fourth street, says that Sais, of No. 131 West Phrity-fourth street, says that
the prisoner presented him an order for \$7.50
signed by Lorenzo Marini, which he paid and
which he subsequently discovered was apurious.
Carlo was held in \$500 to answer, which is
another burden added to the weight of the misfortunes which some time since drove him, he says, to
attempt suicide. That was about two months ago,
when he discharged a pistol at his breast, but escaped
death by his watch breaking the torce of the bullet.
He was for a long time a drog cless in this city, is a
man of good education and a graduate of the medical
college at Pavia.

#### "FIRED OVER THEIR HEADS." Mrs. Mary A. Connelly, a widow, lives on the secon

floor of No. 402 East Seventeenth street, underneath which is a liquor store kept by a relative named which is a liquor store kept by a relative named Thomas McConnell. About two e'clock on the meraing of the 12th of this month Mrs. Connelly was awakened by a noise at the front door of the liquor store. She looked out of the window, and saw three men trying to effect an entrance with augurs and jumnies. Mrs. Councily retired to an inner room, procured a six-barrelled revolver, returned to the window and deliberately first in the airection of the three burgiars, but did not hit any of them. Her action, however, was sufficient to trighten the men away. On Monday night she pointed out to Officer McCarthy, of the Eighteenth precinct, a young man named Thomas J. McCormick as one of the three men who had tried to force an entrance into the liquor store. McCormick was arrested and brought belore Judge Smith yesterday, who neld him in \$2,000 bail to answer. After Mrs. Conneily had given her testimony the Judge asked her why she did not hit one of the burgiars when they were so near hor.

"Oh, I did not want to hurt them, Your Honor," she answered. "I fired over their heads on purpose, though maybe the next time I will taxe better aim."

answered. "I fired over their heads on purpose, though maybe the next time I will take better aim."

## JUVENILE PISTOL PRACTICE.

William Ward, ten years of oge, residing at No. 48 Ryerson street, Brooklyn, was playing with a loaded platol resterday alternoon when it was accidentally discharged. The ball passed through his left hand, inflicting a painful wound. He was removed to the City Respirat

## THE NEWELLS.

Nearing the End of Their Divorce Suit.

CHARACTERS DISCUSSED.

Peculiar Theories of Matrimony Venti-

before Judge Lawrence in Supreme Court Circuit, Part II., and during the afternoon the bench was graced for a short time by Judge Brady. To every dence was virtually concluded, unless some additional witnesses should be offered this morning to defend the impeached veracity of Mrs. Newell's leading witness, Pickering.
THE PIRST WITNESS.

Little, a Boston piano broker, who contradicted some point of the defence contained in the testimony of Mary Campbell, the chambermaid who had made such

severe charges against Mrs. Newell.

Mr. Snafer—Wore you not a witness in the Boardnan will case? A. Yes, sir.

and did you not flee the city? A. No, sir.

Q. This is the first time you have ever heard of this charge of perjury against you? A. Yes, sir.

MORE ABOUT MARY CAMPBELL.
Miss Florence A. Pollard, a medium sized young ady, about twenty-five, with a pleasant face, whose mother owned the house in Somerset street, Boston, in which Mrs. Newell is charged with having been that criminality. Mary Campbell had been approached by a detective on the part of the Beardman heirs, who promised to pay her (Mary) handsomely it she would give damaging evidence about Mrs. Newell about her going out riding with gentlemen; upon the occasion of the detective's first visit he paid her \$2.

In cross-examination by Mr. Shaler the witness tes-tified that Mr. Boardman called quite frequently upon Mrs. Newell when she lived in the Somerset street house; Mrs. Newell on those occasions received Mr. Boardman in her "private parlor." Mr. Shaler made Miss Pollard repeat all her statements made upon her direct examination. The offer to the servant girl was to make her independent for life, so that she need not work any longer, if she would testify that Mrz. Newmany gentlemen had not called in the evening to take her out carriage riding, but Mary replied, "No, only

Mr. Boardman, ber papa."

Mr. Shafer—Did not Mary object to go back to your On the contrary, she was delighted to go back to work for mother. Mary said she refused to be bribed, de-Q. Did you ever hear Mrs. Newell make large pro-

mises of houses and lands in case she succeeded in the Boardman will case? A. No, sir.
Q. You never heard her promise to your mother a handsome residence on Mount Vernon street in case

Mrs. Pollard, the mother of the preceding witness, a ceble looking old lady, flatly contradicted the servant

gisl's testimony. Mr. Shaler cross-examined Mrs. Pollard, Q How frequently did Mr. Boardman call? A. I

Q. Three times a week? A. Seme weeks.
Q. And this lasted for ten months? A. Yes, sir.
Q. Three times a week? A. Oh, not always. Some es he only came once a week.

Q About what time used he to some? A Toward the edge of the evening. (Laughter.)
Did Mra sawell tell you that she was previously turned out of the Somerset street house, when Mrs. knowlton kept it, because a man had been seen coming out of her room?

Colonel Follows and he would not object to the witness answering this query provided Mrs. Newell's counsel were allowed to go into the subject and show what Mrs. Nowell did say.

Judge Liwrence said that if the witness replied "No," he would cortainly allow all the conversation to be latroduced.

to be introduced.

Mr. Shafer (with alacrity)—Then I withdraw the question. (Laughter.) I won't take the risk.

At the inter admission Mrs. Newell and the friendly female witnesses from Boston burst into giggies of

Mr. Shafer handed the witness a letter, which he said was a note of recommondation for Mary Campbell, and asked her if that was her writing. She looked at it in a perplexed sort of way, being constantly harassed by Mr. Shafer's questions. "Why, don't you know your handwriting? Have you any doubt about it? You write, don't you?" The old lady declared it was not her writing. Some of the jurors desired to see the paper, but Judge Lawrence declined to grant the request on the ground that it was not evidence. The old lady now stepped down.

A LETTER FALSIPIED.

Mr. Shafer asked the Court to strike out from the testimony a passage in one of the letters which had been read in which Mra Newell writes to her husband, "My darling papa has just called out to say that we shall go out for a drive. He is a dear, darling papa, and the best man in the world except your owa dear soil." He claimed that this passage was a post-script added to the original letter and written in different ink and style.

Judge Lawrence carefully examined the letter, and Mr. Fellows satirically replied that postscripts were usually written after the body of a letter. (Laughter.) Judge Lawrence said the lok was a little inniter and the postscript seemed to be written in a finer hand, but he could not see that it materially differed from the rost.

Colonel Fellows—As this particular charge has been made I ask that the letter be submitted to the inspection of the jury.

Mrs. Elizi Spokesfied, of Boston, a small, sharp featured fittle woman, with a very composed manner, testified as to a conversation she had with Mr. and Mrs. Newell in 1874; Mr. Newell indeed to the said they were faiss and that the sileged events could not have happened; Mr. Newell also stowed the particular charges had been gotten up to ruin her character; he said they were faiss and that the sileged events could not have happened; Mr. Newell also so of Mr. Board-man's kind conduct to his wire, to whom he had been like a father.

man's kind conduct to his wife, to whom he had been like a father.

CONSPIRACT AND BRIBERY.

Mr. Ten Eyek.—Have you ever been approached by the other side in the will litigation?

Mr. Shaier objected on the ground that that case had nothing to do with this, and if any one approached the witness it must be shown that such person was connected with the defendant, Newell.

Judge Lawrence allowed the question, and the witness replied that ane was approached by a detective named floath in 1875.

Mr. Shaier again vigorously objected that Heath was in no wise connected with the delendant Newell, and furthermore that this occurred in 1875, while the present sut for divorce was not begun until 1875.

Judge Lawrence said it was alleged by Mrs. Newell that this was a general conspirecy against her to break her down.

Messra, Shaier and Feliows cantinged the argument.

Judge Lawrence said it was alleged by Mrs. Newell that this was a general compiracy against her to break her down.

Messra. Shafer and Feliows continued the argument in vigorous style. Mr. Shafer spoke of the most gigantic compiracy (pointing at Mrs. Newell) to rob the Boardman heirs of \$2,000,000 in the piace of the few francs he had previously doled out. Mr. Fellows retorted that this was the same compiracy against Mrs. Newell, and the ame agencies that had been at work to rob her then of her money were now active to rob her of her good name.

Judge Lawrence said it had previously been testified to that Mr. Newell threatened his wife if she retused to be reconciled and live with him, to hust her down by detectives and defeat her in the will case, he decided to admit the question.

The witness testified, in substance, that the detective, Heath, who was employed by the Boardman heirs to hunt up evidence against Mrs. Nowell, arged her persistently to go with him to the lawyers of the heirs, promising her that she would be well paid, and tolling her that it was of no use for her to remain on Mrs. Newell's side, as she was poor. The witness had decined all these evertures, and told him that what she had done for Mrs. Newell's side, as she was poor. The witness had decined all these evertures, and told him that what she had done for Mrs. Spokesfield. She stated that she had been employed by Mrs. Newell's lawyer, Richardson, to copy papers in the will case.

Q. Were you examined in the Supremo Probate Court of Boston in the will case? A. Yes, sir.

Q. You swore to having copied a codicil of Boardman's will leaving to hirs. Newell \$2,000,000, &c. ? A. Yes, sir.

A. Yee, Sir.
Q. Did you know Mr. Boardman's handwriting? A.

did.

Q. Had you ever seen Boardman write? A. No, slr.

Q. Well, then, how did you know that the codicil was in his writing? A. I know that it was his writing from some other writing of his which I saw afterward.

Mr. Shafer asked her to repeat the conversation in which Mr. Newell told her that his wife had been wronged and had asked her not-to be bought off by the other side, like the others had been.

Q. Who did he say had been bought? A. He did not name snybody; I draw my own inforences.

Mr. Shafer (surcastically)—Boston ladies usually do. At this the other Boston ladies usually do. At this the other Boston ladies usually do. At this the other Boston ladies usually do. Ezra H. Haywood, of Princeton, Mass. Mrs. Now.

eli's brother.in-law, and the editor of a Boston free love paper called The Word—narrated a statement made to him by Newell in deptamber, 1874. Newell said he did not regard his wife as a chaste woman, llaywood replied that he was astonished that alter an acquaintance of eleven years Newell should now for the first time bring forward such an accusation. Newell said that he had evidence that Mrs. Newell had entertained immoral relations with Mr. Pickering and the witness. Witness told Newell that unless he was prepared to meet a suit for libel he must take these charges back, which he did, and finally Newell acknowledged that he had no evidence of these charges; in reference to Boardman, Newell said that he was satisfied as to the propriety of his wife's relation to Boardman, who had been a foster father to her; Newell had always up to this time maintained the propriety of this relation between Boardman and his wife; Mr. Haywood said he had married a sister of Mrs. Newell and had been a writer and publisher for twenty years.

Cross-examined by Mr. Shafer:—

Q. You say you are an author? A. Yes, sir.
Q. On what subject? Bon't you know that

Q. On what subject? A. Generally on reformatory subjects.

Q. Reformatory subjects! Don't you know that you have been indicted in Boston for writing works destructive to public morals? A. I believe I was.

Q. Don't you know you were indicted? A. Yes, sir.

Q. Were you not convicted in Boston on the charge of having written and circulated works destructive to public morals? A. No, sir.

Q. Were you not sente need? A. No, sir.

Q. You haven't been prosecuted outside of Boston?

A. No, sir.

Q. Have you advocated and circulated the doctrint

A. No, sir.

Q. Have you advocated and circulated the doctring that it was proper for both sexes to live without marriage?

A. That depends on what you regard as marriage?

Q. Have you advocated and circulated as doctrine that it was proper for both sexes to live without marriage? A. That depends on what you regard as marriage? Q. I mean what is ordinarily regarded as marriage. Q. (amiliugly) Weil, I meen what would be ordinarily regarded as marriage—say in the Methodist oil Presbyterian Church? A. I have advocated improvements in such marriages. Q. Have you not inculcated the doctrine in your works that there was no more harm in a lady and gentleman occupying a room togother for the night than there would be in their taking an ordinary dinner togother? A. (Jocularily) That depends. Q. Weil, to cut a long story short—nave you not argued that proposition? A. I have advocated a state of society in which there would be no marriage and no giving in marriage, which Jesus says in heaven. Mr. Snafer (sattricully)—lieaven on earth, en? Weil, that's your idea of it? That's all.

Colonel Fellows (to Mr. Shafer)—That's probably your idea of heaven on earth.

Mrs. Wheeler, another old lady from Boston, rather deaf, with whom Mrs. Nowell had boarded after she had left Mrs. Knowthon's hecause she had been that that his wife had left Mrs. Knowthon's house, testified that Mr. Nowell told her that his wife had left Mrs. Knowthon's because she had been in that thouse; Mr. Newell, when he went to Europe, told her that Pickering was her counsel in the will case, because so much money was at stake; Mr. Newell, when he went to Europe, told her that Pickering was her counsel in the will case, and would visit her on business.

Cross-examined by Mr. Shafer—

Q. Did Mr. Newell tell you that Pickering would do her law work in her room? A. No, sir.

Q. He didn't teil you that Pickering would make her room his law office in the evening? A. No, sir.

Q. Did you ever go into her room when he was there? A. Oh, yes, sir.

Q. What was he doing? A. Writing.

Q. What was he doing? A. Writing.

Q. Writing he his shirt sleeves? A. No, sir.

Q. What was he doing? A. Writing.

Q. Writing he his shirt sleeves? A. No, sir

Q. That would be impolite in Boston? A. Yes, sir. (Lughier.)
Hers Sire. Newelt's counsel declared their testimony for the rebuttal concluded. A pause of several minutes ensued, while Mr. Shafer earnestly consulted with Mr. Arholu and Mr. Newell, and Mra Newell and her Boston lady friends kept up an animated convergation. Mr. Shafer then called for five different witnesses for the re-robuttal, but none responded, and he asked fitteen minutes' grace. During the interval there was much laughter at seeing Colonel Fellows, after his fierce combate with Mr. Shafer, put his grms affectionately round him as he questioned him on some point connected with the case.

THE MR.REMUTTAL.

Mr. E. T. Swift, a Boston lawyer, was the first witness called for the re-rebuttal.
Q. How long have you been in the legal profession?

Mr. E. T. Swift, a Boston lawyer, was the first witness called for the re-rebuttal.

Q. How long have you been in the legal profession?

A. Twenty-odd years.

Q. Do you know Pickoring? A. Yes, sir.

Q. Do you know what his character for truth and veracity is? A. I do.

Q. Weil, what is it? A. Bad. (Laughter.)

Q. Would you believe him under cath? A. I would not. (Laughter.)

Mr. Shaier.—Thai's all.

Cross-examined by Mr. Fullerton:—

Q. Wers you ever a partner of Pickering? A. Yes, sir.

Q. Was his character then as bad as it is now? A. No, sir, it was worse alterward.

Q. That made him worse? (Laughter.) A. No, sir.

Re-direct by Mr. Shafer.—Was it one of your reasons for dissolving the partnership with Pickering that he made your law office a resort for lewd women? Excluded.

J. J. Klous, a Boston dealer in clothing, also testified that Pickering's reputation was bad, and that he would not believe him under oath.

Cross-examined by Mr. Fellows.—

Q. Did Mr. Pickering ever try a case for you? A. He did.

Q. He presented a bill for his services? A. Yes, sir.

Q. Did you pay him? A. No, sir.

Q. Did you pay him? A. No, sir.

Q. Did you pay him? A. No, sir.

Q. Orily)—And since that time you believe that his word is not worthy of credence, even under eath? (Loud laughter.) A. Yes, sir.

Q. Orily)—And since that time you believe that his word is not worthy of credence, even under eath? (Loud laughter.) A. Yes, sir.

That's all you may step down.

A brother of Klous' also testified to the same tune. He mentiened one man in Boston who would not lake Pickering's cath "for two cents."

C. Van Buren, a Boston boot and shoe deafer, also testified that Pickering's reputation was very bad; he would not believe Pickering under oath where his interest was concerned.

James H. Potts gave similar evidence and was cross-

James H. Potts gave similar evidence and was crossed at mined by Mr. Fellows.

Q. Who brought you on here? A. Mr. Swift.
Q. Did you ever talk with him about Pickering's character? A. Nover.
Q. Well, then, how did be know what you thought about his character? A. I don't know. (Laughter.)
Q. With whom have you talked about his character? A. With Mr. Switt—(laughter)—Mr. Harrington, a grooser and others.
Q. Didn't Mr. Pickering have a lawsuit against Harrington? A. L believe he did.
Q. And since then Harrington has thought Pickering was not worthy of belief under eath? (Laughter.)
A. Yes, sir.
The Court then adjourned till this morning, when the summing up will begin, unless Mrs. Neweil's counsel should introduce evidence as to Pickering's good character in rebuttal of the witnesses who have testified that they would not believe him under oath.

## AN UNFORTUNATE SAILOR.

Mr. C. C. Duncan, United States Shipping Commissioner in this city, has received a communication from the American Consul at Peragmbuco, under date of March 20, announcing the arrival at that place of of March 20, announcing the arrival at that place of the whaling schooner Eothen, from the South Shetiand Islands on her way to New York. The ister also sets forth that Tobias Beas, one of the crew of that vissel, who had had his feet badly frozen, was left at that place for treatment, as it was certain that amputation at both ankles would have to be performed. As the unfortunate man was likely to become a permanent charge uponshe United States Commissioner Duncan, upon the arrival of the vessel at this port, to ascertant if there may possibly have been negligence displayed toward the salior while on board. It may be added that the Ecthon, whose arrival here is now deliy expected, is the vessel selected to take out the Arctic exploring expedition, the search party of which will be in charge of Lieutenant Schwalks, of the United States army.

THE FAMINE IN CHINA.

Mr. A. A. Low acknowledges the receipt, since April 18, of the following additional contributions for the reliof of the sufferers by the famine in China:— M. B. ..... 

Grand total.....\$1,467 32 UNITED HEBREW CONGREGATIONS.

In your report of the meeting of the members of the Thirty-lourth Street Synagogue it is stated that I addressed my congregation "in favor of the Union of American Hebrew Congregations." Your reporter has been misinformed; I have not addressed my people on that subject at all. G. GOTHEIL. No. 681 Madigor Avenue, April 22, 1878.

What was alluded to in the report above referred to was the remarks in Dr. Gotheli's sermen delivered September 29, 1877. The following is an extract as published on the next day.—

The Doctor said he did not think that the Israelites sufficiently appreciated the principle of association, With the exception of one charitable institution they had not a single living, active organization, at least not here. In our time, and the when our religion is deliberately and systematically attacked, combined defence is absolutely demanded Congregations should look a little without, should show more interest in each other, and should understand that a defeat in one portion means weakness to the whole line. Every opportunity should be selected to coment triendly relations between the various bodies. United courses should devise and carry out such measures as are required in our present condition. Action, earnest and combined action, is what is needed.